

**TERM SUPPLY CONTRACTUAL AGREEMENT
BETWEEN
DEPARTMENT OF PUBLIC WORKS
AND
SHELLY AND SANDS, INC.
FOR
HOT MIXED ASPHALT MATERIALS**

THIS AGREEMENT, executed by and between the City of Indianapolis, Indiana, Department of Public Works (hereinafter CITY), and Shelly and Sands, Inc., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY is desirous of retaining CONTRACTOR'S services for sale and supply of hot mixed asphalt materials (more particularly described in Attachment A, "Scope of Services"); and

WHEREAS, CONTRACTOR is capable of said sale and supply of hot mixed asphalt materials as per its bid on CITY'S ITB No. 7199; and

WHEREAS, said bid was determined to be the lowest responsible and responsive bid for said requisition;

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. TERM

- 1.01 This Agreement shall commence on April 24, 2009 and shall terminate on April 24, 2010 unless earlier terminated in accordance with this Agreement.

ARTICLE 2. SERVICES

- 2.01 CONTRACTOR shall supply the hot mixed asphalt materials as specified in Attachment A, "Scope of Services" within twenty-four (24) hours from receipt of each order placed by CITY.
- 2.02 Extensions may be granted by CITY based upon inclement weather, acts of God, or other acts beyond the control of CONTRACTOR. Such extension must be in writing and agreed to by both parties.

- 2.03 It is hereby understood by both parties that time is of the essence in this AGREEMENT. Failure by CONTRACTOR to supply the hot mixed asphalt materials as herein provided will result in monetary damages to the CITY. It is hereby agreed that CITY will be damaged in the sum of TWO HUNDRED DOLLARS AND NO CENTS (\$200.00) per day for every day CONTRACTOR is unable, or refuses, to supply the hot mixed asphalt materials in the manner and amount herein stated. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY may withhold monies otherwise due to CONTRACTOR. It is expressly understood by both parties herein that these damages relate to the time of performance and do not limit CITY'S other remedies under this AGREEMENT, or as provided by applicable law.
- 2.04 Failure by CONTRACTOR to supply hot mixed asphalt materials as herein provided will result in work delays for CITY. If the materials are not supplied within the timeframe herein provided, CITY reserves the right to procure from the open market and may withhold payment to CONTRACTOR for the purpose of set-off until such time as exact amount of damages can be determined.

ARTICLE 3. COMPENSATION

- 3.01 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in the amount not-to-exceed the unit price per ton as shown on Attachment B, "Bid Pricing Form".
- 3.02 NO MINIMUM OR MAXIMUM AMOUNT OF HOT MIXED ASPHALT MATERIALS TO BE PURCHASED UNDER THIS AGREEMENT IS STATED OR IMPLIED HEREIN.
- 3.03 The price listed in Attachment B, "Bid Pricing Form" shall remain in effect for the term of this AGREEMENT.
- 3.04 CONTRACTOR shall maintain proper accounting records for the scope of all services of this AGREEMENT and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY'S representatives at reasonable business hours.

ARTICLE 4. GENERAL PROVISIONS

4.01 Indemnification

CONTRACTOR agrees to defend, indemnify, and hold harmless CITY and its officers, agents, officials and employees for (1) any and all liability, claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent act or omission by CONTRACTOR or any of its officers, agents, employees or subcontractors, regardless of whether it is caused in part by the negligence of a party indemnified hereunder; or (2) any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, employees or subcontractors has supplied to CITY or has used in connection with this AGREEMENT. Such indemnity shall include attorneys' fees and

all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

4.02 Early Termination

Notwithstanding any other provision of this AGREEMENT, if funds for the continued fulfillment of this AGREEMENT are at any time not forthcoming or insufficient, through failure of any entity to appropriate funds or otherwise, then CITY shall have the right to terminate this AGREEMENT without penalty by giving prior written notice documenting the lack of funding, in which instance, unless otherwise agreed to by the parties, this AGREEMENT shall terminate and become null and void on the last day of the fiscal period for which appropriations were received.

CITY agrees that it will make its best efforts to obtain sufficient funds, including, but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

CITY reserves the right to terminate this AGREEMENT, in whole or in part, for its convenience at any time during the term of the AGREEMENT, without penalty, upon ten (10) days written notice to CONTRACTOR. If CITY effects termination for convenience, it shall compensate CONTRACTOR for any non-defective hot mixed asphalt materials supplied up until the date of termination becomes effective.

If CONTRACTOR becomes insolvent, or if it refuses or fails to perform the work and services provided by this AGREEMENT, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise violates or fails to perform any term, covenant, or provision of this AGREEMENT, then CITY may, without prejudice to any other right or remedy, terminate this AGREEMENT in whole or in part, in writing, provided that CONTRACTOR shall be given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of CITY'S intent to terminate, and (2) an opportunity for consultation with CITY prior to termination. The termination shall become effective upon expiration of the ten (10) day period, unless otherwise rescinded or modified by CITY in writing. In determining the amount of final payment, if any, to be made to CONTRACTOR upon such termination for default, no amount shall be allowed for anticipated profit on unperformed services or other work; further, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by CITY by reason of CONTRACTOR'S default.

If, after termination for CONTRACTOR'S default, it is determined that CONTRACTOR was not in default, the termination shall be deemed to have been effected for the convenience of CITY. In such event, adjustment of the price provided for in this AGREEMENT shall be made as provided herein and the recovery of such price adjustment shall be CONTRACTOR'S sole remedy and recovery.

CITY shall be the sole judge of the adequacy of CONTRACTOR'S performance pursuant to this AGREEMENT. CONTRACTOR shall not be relieved of liability to CITY for damages sustained by virtue of any breach of this AGREEMENT. CITY'S

payment to CONTRACTOR for any period after a default or breach shall not be deemed acceptance of defective performance.

4.03 Independent Contractor, Successors, Assigns, and Subcontractors

Both parties agree that for the purpose of this AGREEMENT, CONTRACTOR shall be an independent CONTRACTOR and not an employee of CITY. As such, CONTRACTOR is solely responsible for all taxes and none shall be withheld from the sums paid to CONTRACTOR. CONTRACTOR acknowledges that it is not insured in any manner by CITY for any loss of any kind whatsoever. CONTRACTOR has no authority, express or implied, to bind or obligate CITY in any way.

No portion of this AGREEMENT shall be sublet, assigned, or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, or otherwise dispose of any portion of this AGREEMENT shall not be construed to relieve CONTRACTOR of any responsibility for the fulfillment of this AGREEMENT.

4.04 Extent of Agreement: Integration

This AGREEMENT consists of the following parts, each of which is as fully a part of this AGREEMENT as if set out herein:

1. This AGREEMENT
2. Technical Specifications (Attachment A, "Scope of Services")
3. Bid Prices (Attachment B)
4. Invitation to Bid
5. CONTRACTOR'S submittals
6. Advertisement

In resolving conflicts, errors, discrepancies, and disputes concerning the Scope of Services to be performed by CONTRACTOR or other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality, or scope of the service, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in order as enumerated above.

4.05 Renewal of Agreement; Amendments

This AGREEMENT may be renewed beyond expiration date by AGREEMENT of both parties. The term of the renewal may not be longer than the term of the original AGREEMENT. AGREEMENTS for renewal shall be by written notice sent by either party and written acceptance by the other. All other terms and conditions of the AGREEMENT shall remain the same as set forth herein, and may be amended only by written instrument signed by both CITY and CONTRACTOR and attached hereto as an amendment.

4.06 Insurance

CONTRACTOR shall, as a prerequisite to this AGREEMENT, purchase and

thereafter maintain such insurance as will protect it and CITY from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this AGREEMENT, whether such operations be by CONTRACTOR, by any subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

COVERAGE

Worker's Compensation & Disability	Statutory
Employer's Liability	\$100,000
Bodily Injury by Accident	each accident
Bodily Injury by Disease	\$500,000
	policy limit
Bodily Injury by Disease	\$100,000
	each employee

Commercial General Liability (Occurrence Basis)
Bodily injury, personal injury, property damage,
contractual liability, products/completed operations.

General Aggregate (other than Products/Completed Operations)	\$500,000
Products/Completed Operations	\$500,000
Personal & Advertising Injury Limit	\$500,000
Each Occurrence Limit	\$500,000
Fire Damage (any one fire)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000

NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT

Umbrella Excess Liability	\$1,000,000
	each occurrence & aggregate

With the prior approval of CITY, CONTRACTOR may substitute different limits of liability for those specified as long as total amount of required protection is not reduced.

Certificates of Insurance, naming the City of Indianapolis as an "additional insured" (except Worker's Compensation), showing such coverage then in force (but not less than the amount shown above) shall be filed with CITY prior to commencement of any work. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days after written notice has been given to CITY.

Notwithstanding any other provision of this AGREEMENT, CONTRACTOR shall provide all insurance coverage required by the documents provided by CITY. CONTRACTOR shall be responsible for all deductible amounts due on the above coverages.

4.07 Necessary Documentation

CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of the City of Indianapolis, other units of local government, the State of Indiana, and the United States. CONTRACTOR further certifies that it is now and will remain in good standing with such governmental agencies and that it will keep its license, permit, registration, authorization, or certification in force during the term of this AGREEMENT.

4.08 Confidentiality of City Information

CONTRACTOR understands that the information provided to it or obtained from CITY during the performance of its services is confidential and may not, without prior written consent of CITY, be disclosed to a person not in CITY'S employ except to employees or agents of CONTRACTOR who have a need to know in order to provide the services. Further, CONTRACTOR'S work product generated during the performance of this AGREEMENT is confidential to CITY. The failure to comply in all material respects with this section shall be considered a material breach of this AGREEMENT. The obligations of this section shall survive the termination of this AGREEMENT and shall be applicable to the full extent permissible under statutes governing access to public records. Confidential information shall not include information that: (a) was known by CONTRACTOR at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than CONTRACTOR; (c) is made known to CONTRACTOR by a third person who does not impose any obligation of confidence on CONTRACTOR with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena, or court order whereupon CONTRACTOR shall provide notice to CITY prior to such disclosure; or (e) information that is independently developed by CONTRACTOR without references to the confidential information.

CONTRACTOR shall not, under any circumstances, release information provided to it by, or on behalf of, CITY that is required to be kept confidential by CITY pursuant to Indiana law except as contemplated by this section, clause (d).

4.09 Applicable Laws

CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this AGREEMENT, including, but not limited to, those relating to discrimination in employment, conflicts of interest, prevailing wages, public notice, accounting records and requirements. The Mayor's Executive Order No. 1-1987 and *The Plan for Business Equality in Indianapolis Government* as well as Section 581-101 of the

Revised Code of the Consolidated City and County are hereby incorporated by reference and made as fully a part of this AGREEMENT as if herein set out verbatim. Unless otherwise specified, this AGREEMENT shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the Consolidated City of Indianapolis and Marion County. Suit, if any, shall be brought in Marion County, Indiana.

4.10 Non-Discrimination

4.10.1 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this AGREEMENT, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this covenant shall be regarded as a material breach of this AGREEMENT.

4.10.2 CONTRACTOR certifies for itself and all its subcontractors' compliance with existing laws of the State of Indiana and the United States regarding:

- A. Prohibition of discrimination in employment practices on the basis of race, sex, creed, color, religion, national origin or ancestry, age, handicap, disabled veteran status and Vietnam-era veteran status; and
- B. The utilization of Minority-Owned and Women-Owned Business Enterprises. CONTRACTOR further certifies that it:
 - 1) Has formulated its own Affirmative Action Plan for the recruitment, training and employment of minorities and women, including goals and timetable; and
 - 2) Strongly encourages the use of small businesses, minority-owned businesses and women-owned businesses in its operations.

4.11 Conflict of Interest

CONTRACTOR warrants to CITY that neither it nor any of its agents, representatives, or employees who will participate in the performance of any services required by this AGREEMENT has or will have any conflict of interest, direct or indirect, with CITY.

4.12 Non-contingent Fees

CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, CITY shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration or to otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

4.13 Workmanship and Quality of Materials

CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Director of the Department of Public Works and are not subject to arbitration.

CONTRACTOR shall carry on all work required under this AGREEMENT and maintain the schedule for services during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as CONTRACTOR and CITY may otherwise agree in writing. Should CONTRACTOR fail to continue to perform its responsibilities as regards to all non-disputed work without delay, any additional costs incurred by CITY or CONTRACTOR as a result of such failure to proceed shall be borne by CONTRACTOR, and CONTRACTOR shall make no claim against CITY for such costs. CITY may withhold payments on disputed items pending resolution of the dispute.

4.14 Safety

CONTRACTOR shall be responsible for the safety of its employees at all times and shall provide all equipment necessary to ensure their safety.

4.15 Amendments

This AGREEMENT may be amended only by written instrument signed by both CITY and CONTRACTOR.

4.16 Written Notice

Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to him who serves the notice. Notice shall be sent as follows:

CONTRACTOR:
Shelly and Sands, Inc.
PO Box 655
Noblesville, Indiana 46061

TO CITY:
David Sherman, Director
Department of Public Works
200 East Washington Street, Suite 2460
Indianapolis, Indiana 46204

4.17 Severability and Waiver

In the event that any clause or provision of this AGREEMENT is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this AGREEMENT. Failure of CITY to insist on strict compliance with the provisions of this AGREEMENT shall not constitute waiver of CITY'S right to demand later compliance with the same or other provisions of this AGREEMENT.

4.18 Attorneys' Fees

CONTRACTOR shall be liable to CITY for reasonable attorneys' fees incurred by CITY in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of the CONTRACTOR, or from CONTRACTOR'S failure to fulfill any provisions or responsibility provided herein.

4.19 Debarment and Suspension

- 4.19.1 CONTRACTOR certifies, by entering into this AGREEMENT, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this AGREEMENT means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONTRACTOR.
- 4.19.2 CONTRACTOR shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.
- 4.19.3 CONTRACTOR shall provide immediate written notice to CITY if, at any time after entering into this AGREEMENT, CONTRACTOR learns that its certification was erroneous when submitted, or CONTRACTOR is debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this AGREEMENT as provided herein.

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IN WITNESS WHEREOF, the parties of this AGREEMENT have hereunto set their hands.

DATE:

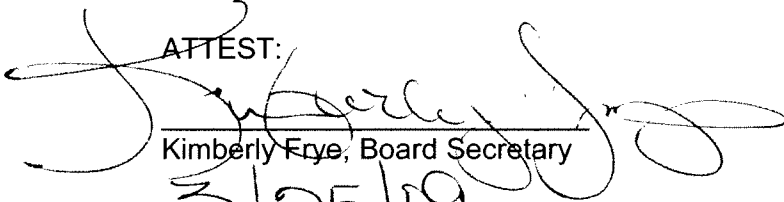
BOARD OF PUBLIC WORKS
APPROVED BID AND AUTHORIZED
DIRECTOR TO EXECUTE AGREEMENT.

CITY OF INDIANAPOLIS
DEPARTMENT OF PUBLIC WORKS

BY:



David Sherman, Director

ATTEST:


Kimberly Frye, Board Secretary

Date

APPROVED AS TO LEGAL FORM:


Andrea Brandes
Assistant Corporation Counsel

Date

CONTRACTOR:

Shelly and Sands, Inc.
PO Box 655
Noblesville, Indiana 46061

BY:

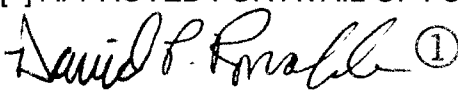

(Signature)

Matt Kelley
(Printed)

VP
(Title)

4-2-09
(Date)

☒ APPROVED FOR EXECUTION
☐ APPROVED FOR AVAIL OF FUNDING

 ①

David Reynolds
City Controller

Date

BW
4/2/09

**ATTACHMENT A
SCOPE OF SERVICES
HOT MIXED ASPHALT MATERIALS**

ITB NO. 7199

- 4.1 CONTRACTOR shall furnish surface, intermediate, and base course hot mixed asphalt materials, to be picked up by CITY at CONTRACTOR'S designated plant(s).
- 4.2 CONTRACTOR'S plant(s) designated for pick-up shall be located within one (1) mile of the boundaries of the Consolidated City of Indianapolis and Marion County, Indiana.
- 4.3 The Indiana Department of Transportation (INDOT) Standard Specifications, Section 402, shall apply with the exceptions as noted herein. The current version of the INDOT Specifications, Recurring Special Provisions, and Supplemental Specifications are applicable.

Description: This work shall consist of HMA patching material produced from an INDOT Certified HMA plant, in accordance with Indiana Test Method (ITM) 583.

Design Mix Formula and Mixture Type: The design mix formula, prepared in accordance with 402.05, shall be based on the following:

Mixture Type	Type B*
Design ESAL	2,000,000
AADT	4000-15,000
Surface	9.5, 12.5 mm
Surface - PG Binder	64-22
Intermediate	9.5, 12.5, 19.0 mm
Intermediate - PG Binder	64-22
Base	25.0 mm
Base - PG Binder	64-22

Recycled Materials

Recycled Asphalt Pavement: (RAP):

Type B

Surface: Maximum 25% RAP, no change in PG Binder grade.

Base & Intermediate: Maximum 25% RAP. No change in PG Binder grade for 25% or less RAP.

PG 64-22 to PG 58-28

- Acceptance of Mixtures:** Acceptance shall be based on submitted JMFs and 402.09.
- 4.4 CONTRACTOR shall submit a Job Mix Formula (JMF) to the City for approval before notice to proceed is issued.

**ATTACHMENT B
PRICING
HOT MIXED ASPHALT MATERIALS**

ITB NO. 7199

ONE YEAR CONTRACT

UNIT PRICE PER TON

Item	Description	Est. Qty/Yr	Base Price (Per Ton)	Extended Price for Est. Yearly Quantity
1	Hot Mix Asphalt - Surface	12,000 tons	\$48.00	\$576,000.00
2	Hot Mix Asphalt - Intermediate	1,500 tons	\$38.50	\$ 57,750.00
3	Hot Mix Asphalt – Base	500 tons	\$38.00	\$ 19,000.00
Total \$ for All Three Items				\$652,750.00

The quantities listed are estimates only based on department survey and CITY may purchase substantially more or less than the amounts shown. These estimated quantities will be used for the purpose of evaluation of bids. NO MINIMUM OR MAXIMUM NUMBER OF ITEMS TO BE PURCHASED UNDER THIS AGREEMENT IS STATED OR IMPLIED HEREIN. CITY reserves the right not to purchase any quantity of the materials specified during the term of the AGREEMENT.

Requests by CONTRACTOR for payments shall be submitted as directed by CITY. Payment requests shall be forwarded to CITY, in the form specified by CITY, to the attention of Doris Watts, Asst. Administrator, Contract Performance, 1735 South West Street, Indianapolis, IN 46225, for approval.

Plant Location(s):

2605 S. Kentucky Ave.
Indianapolis, Indiana 46221

7:00am – 4:00pm (flexible)
Hours of Operation

Monday – Friday (Sat on request)
Days of Operation

9.0 Price Extension Notice to Contractor

1. If awarded an agreement as a result of this bid, will you extend your bid prices to political subdivisions in Marion County (and notify Indianapolis Purchasing division upon initial extension to an additional subdivision)?

YES X

NO _____

2. Will you extend your bid prices of said contract to political subdivisions in adjoining counties (and notify Indianapolis Purchasing division upon initial extension to an additional subdivision)?

YES X

NO _____

[Political subdivisions include cities, towns, school corporations, and county governments. If you mark YES you are agreeing that you are willing to extend your bid price/proposed price to any of these entities if they wish to purchase off of any Agreement resulting from this bid.]

3. Note: The vendor may, at their option, transfer pricing to vendor owned facilities in adjoining counties for the proposes of fulfilling extended pricing to political subdivisions in those adjoining counties.

4. The City of Indianapolis DOES NOT accept responsibility for purchase orders issued by other political subdivisions.

5. All political subdivisions must be willing to accept bid items(s) as described in the specifications without any changes, no matter how minute, once the bid is accepted by the City of Indianapolis.

6. The City of Indianapolis is a participant in the Central Indiana Purchasing Alliance (CIPA) which consists of Marion County, contiguous counties and incorporated communities therein.

Company Name: Shelly and Sands, Inc

Representative Printed Name: Matt Kelley, Vice President

Representative Signature: 

Representative Title: Vice President

Date: March 19 , 2009

Telephone: 317-773-2351

E-Mail: mkelley@shellyandsands.com

Political Subdivision Participation Discounts

The City of Indianapolis is interested in opportunities that benefit not only the City but surrounding contiguous counties. Respondents should be aware that the City of Indianapolis, other political subdivisions in Marion County and adjoining counties have the ability within state statute to utilize other governmental units' contracts.

Acknowledging that the resulting agreement may be utilized by other jurisdictions, the respondents should offer percentage discounts to pricing for purchase quantity increases due to additional political subdivision participation.

Price tiers/discounts will apply for all participating subdivisions, including the City of Indianapolis, in aggregate. Achievement of target volumes shall be calculated on an annual basis (volume numbers will re-set annually). The City expects the percent of discount presented to result in a savings to the City. Vendor shall use the "Base Price (per ton)" and the specified target volumes to produce a percent of discount off of the base price that will be provided to purchases when the volume is reached.

Invoicing Information

Upon request, no more than quarterly, by the City of Indianapolis, the vendor will produce system-generated invoicing information for all jurisdictions currently purchasing from the resulting agreement as an audit step to ensure that price discounts are being realized by the City of Indianapolis.

Hot Mix	Volume Discount	Volume Discount	Volume Discount
Asphalt Surface	Volume Discount for 12,600 tons or more per year _____ 15 %	Volume Discount for 13,200 tons or more per year _____ 17.5 %	Volume Discount for 13,800 tons or more per year _____ 20 %
Intermediate	Volume Discount for 1,575 tons or more per year _____ 15 %	Volume Discount for 1,650 tons or more per year _____ 17.5 %	Volume Discount for 1,725 tons or more per year _____ 20 %
Base	Volume Discount for 525 tons or more per year _____ 15 %	Volume Discount for 550 tons or more per year _____ 17.5 %	Volume Discount for 575 tons or more per year _____ 20 %